

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

X

RAFAEL GONZALEZ,

Plaintiff,

-against-

**STIPULATION OF
SETTLEMENT AND
ORDER OF DISMISSAL**

07-Civ-3335 (CLB)

NEW YORK STATE TROOPER THOMAS F.
KEAVENY and UNKNOWN TROOPERS 1-5,

Defendants.

X

WHEREAS, plaintiff, Rafael Gonzalez, filed a complaint on April 26, 2007, alleging false arrest and other causes of action pertaining to defendant; and

WHEREAS, defendant has denied all allegations that his conduct violated plaintiff's constitutional or other rights; and

WHEREAS, the parties are interested in resolving the issues alleged in the complaint in the above-captioned action ("Action"), and have negotiated in good faith for that purpose; and

WHEREAS, none of the parties to the Action is an infant or incompetent person; and

WHEREAS, the parties to the Action are desirous of discontinuing this litigation without the need for trial and without admitting any wrongdoing on the part of defendant;

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the parties and/or their respective counsel as follows:

1. The parties hereby agree that the Action is dismissed and discontinued with prejudice and without costs.

2. Defendant shall pay to plaintiff the sum of Fifteen Thousand Dollars and Zero Cents (\$15,000.00), in full satisfaction of any and all claims for relief in this Action, as well as attorney fees, costs and disbursements. Payment to plaintiff shall be made in a check in the amount of \$15,000.00 and shall be made payable to (Cobb & Cobb, as Attorneys for Rafael Gonzalez) and delivered to plaintiff's attorney at the current office address, 724 Broadway, Newburgh, New York 12550.

3. In consideration of the payment of the sum recited in paragraph #2 above, the plaintiff, Rafael Gonzalez, hereby releases and discharges the defendant and any and all current or former employees or agents of New York State or the New York State Police, in their individual and official capacities, and their heirs, executors, administrators and assigns, and the State of New York and its agencies, including, without limitation, the New York State Police, from any and all claims, liabilities and causes of action asserted in, or which could have been asserted in, this Action, or which relate to or arise out of this Action or any of the incidents alleged in the complaint herein.

4. Nothing in this Stipulation of Settlement shall be construed as an admission or acknowledgment of liability whatsoever by the defendant or the New York State Police regarding any of the allegations made by the plaintiff in his complaint.

5. Payment of the amount recited in paragraph #2 above is subject to the approval of all appropriate New York State officials in accordance with the provisions for indemnification under Section 17 of the New York Public Officers Law. Plaintiff and plaintiff's counsel agree to execute and deliver to counsel for defendant all necessary or appropriate vouchers and other documents requested with respect to such payment.

6. Subject to the provisions of the foregoing paragraphs, in the event payment of the amount recited in paragraph #2 above is not made within one hundred and twenty (120) days after the receipt by defendant's counsel from the Court of a copy of the fully executed So-ordered Stipulation of Settlement as entered by the Court, interest shall accrue on the outstanding principal balance at the rate set forth in 28 U.S.C. § 1961 beginning on the one hundred and twenty first day after receipt by defendant's counsel of a copy of the fully executed So-ordered Stipulation of Settlement.

7. This Stipulation of Settlement and any Order entered thereon shall have no precedential value or effect whatsoever and shall not be admissible in any other action or proceeding as evidence or for any other purpose, except in an action or proceeding to enforce this Stipulation of Settlement.

8. This Stipulation of Settlement and Order of Dismissal embodies the entire agreement of the parties in this matter and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceedings, shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
February 4, 2008

ANDREW M. CUOMO
Attorney General of the
State of New York
Attorney for Defendant
120 Broadway
New York, New York 10271-0332

By: SABRINA JIGGETTS
Assistant Attorney General
Of Counsel
120 Broadway, 24th Floor
New York, New York 1027
(212) 416-6082

Dated: Newburgh, New York
Jan. 31, 2008

By: John Cobb
JOHN COBB, Esq.
Cobb & Cobb
724 Broadway
Newburgh, NY 12550
(845) 351-5612
Attorney for Plaintiff

Sworn to before me
this day of Jan., 2008

By: RAFAEL GONZALEZ
RAFAEL GONZALEZ
Plaintiff

Notary Public

JOHN W. COBB

Notary Public, State of New York
No. 02CO5021707 **Qualified in Orange County**
Commission Expires December 20, 2005

IT IS SO ORDERED:

~~ENTER:~~ 50 ORDERED

Charles Brieant
HONORABLE CHARLES L. BRIEANT
United States District Judge

2-8-08

Page 4 of 4